

**STATE OF ILLINOIS**  
**ILLINOS COMMERCE COMMISSION**

<b>Laura Braxton</b>	:	
<b>-vs-</b>	:	
<b>Peoples Gas Light and Coke Company</b>	:	<b>06-0023</b>
	:	
<b>Complaint as to billing/charges in Chicago,</b>	:	
<b>Illinois.</b>	:	

**ORDER**

By the Commission:

On January 10, 2006, Laura Braxton ("Complainant") filed a verified formal complaint with the Illinois Commerce Commission ("Commission") and against the Peoples Gas Light and Coke Company ("Peoples" or the "Respondent"). She alleged that a homeless shelter known as A Little Bit of Heaven ("LBH" or "Shelter") and located at 11321 South Wentworth Avenue, in Chicago, Illinois, had been overbilled for gas service based upon estimated readings and also over-charged on deposits for gas service.

**I. Procedural Background.**

Pursuant to due notice, status hearings in the matter were held on March 22, June 5, and September 18, 2006. At these early times, Complainant appeared pro se. But, in October 5, 2006 and for the evidentiary hearing held on November 9, 2006, both Complainant and Respondent were represented by counsel. At this evidentiary hearing, Laura Braxton and Sheila Braxton testified on behalf of the Complainant. Respondent's witnesses were Zenetra Weatherall, a billing specialist, and Betty Jean Daniels, a field service supervisor for Peoples Gas.

On September 5, 2006, LBH filed a second formal complaint, in its own name, pertaining to excessively high gas utility bills for the time period May 2005 through September 2006. The filing of this complaint initiated Docket 06-0603, and was assigned to the same Administrative Law Judge ("ALJ") hearing the instant complaint. Pursuant to the ALJ's ruling, these two cases would share records. (06-0023 Tr. 175).

For this proceeding, Complainant filed an Initial Brief on February 15, 2007. Respondent filed its Initial Brief on March 5, 2007. Complainant's Reply Brief was filed on March 7, 2007. Due to the parties' indecision on certain late-filed exhibits, the record was only marked "Heard and Taken" on April 25, 2007. Thereafter, Respondent filed a Responsive Brief on May 14, 2007. And, on May 21, 2007, Complainant filed a Reply to the Responsive brief.

The ALJ's Proposed Order issued to the parties on June 22, 2007.

Thereafter, on July 19, 2007, the Complainant filed a Brief on Exceptions. A Rely Brief to Exceptions, together with a Motion to Strike, was filed by Respondent on July 26, 2007. The motion contended that, contrary to the Rules of Practice, Complainant's exceptions brief failed to provide requisite substitute language. This allegation has merit and we are not persuaded by the Complainant's arguments to the contrary. In the interests of judicial economy, however, and given the lateness in Respondent raising this point, we will accept and consider the Complainant's exceptions brief in this incomplete state. But, we strongly caution that our taking such action in this instance does not serve as precedent for any future cases. Simply put, the Commission rules serve important purposes and must be followed.

## **II. The Record Evidence**

A Little Bit of Heaven is a homeless shelter funded through Inner Voice, Inc. which, in turn, is funded by the City of Chicago. It provides food, clothing, and an overnight stay for homeless men and women. Edward Davenport, the signatory on the complainant in the Docket 06-0603 companion proceeding, is a member of the LBH's Board of Directors. A pleading filed by Edward Davenport on August 14, 2006 in this proceeding states that he has granted permission to Laura Braxton to pursue the instant gas bill dispute.

### **Complainant's Testimony**

Laura Braxton identified herself as the CEO of the Shelter. She has held this position since 1999 and works on premises from 7 a.m. to 3 p.m. According to Laura Braxton, the Shelter operates from 8 a.m. to 7 or 7:30 p.m.

Sheila Braxton serves as the Executive Director, with day-to-day management responsibilities at the Shelter. She also lives at the LBH facility. Sheila Braxton explained that the Shelter occupies a four story building that was purchased in 1999. In total, the building houses about 7,200 square feet of space. There are ten sleeping rooms on the top three floors with offices and other community areas situated below. Each room at the Shelter can accommodate four persons, or a total of 55-60 people. The gas-using appliances consist of a boiler for steam heat and hot water, a water tank, a double oven, six-burner stove, and a two-basket deep fryer. The facility has zoned heating, and each floor has radiators and its own thermostat. In the basement, and behind a closed door, sit the boiler and gas meter. Sometime between April and May of each year, the furnace is shut down and restarted again in October. According to Sheila Braxton, the boiler was last repaired in December 2003 and was back in operation in January 2004. She further testified that the heating system is zoned and the thermostat is never set above 68 degrees.

In her testimony, Sheila Braxton stated that meter reading personnel are permitted to enter the facility. When Ms. Braxton is away from the premises, she indicated that the other persons authorized to permit access to the building are Laura Braxton, Kevin Braxton, and Danny Johnson, chief of security. She recalled one time in 2005 where a meter reader was unable to get access to the basement because the engineer was out to lunch and he had the key.

### The Parties' Stipulation

A Stipulation between the parties was entered into the record, whereby it was agreed, as follows: An actual reading of the Shelter's gas meter was taken in February 2004 and the next actual reading was in December 2004; in December 2004, the total bill was \$8,260.34, of that amount, the balloon bill portion of the bill was \$6,196.14; in between February and December 2004, Respondent made only estimated readings of the Shelter's meter. (Tr. 121-122)

### Respondent's Testimony.

Zenetra Weatherall testified for Peoples Gas. Ms. Weatherall has held the position of billing specialist for the last five years, and was in customer service for the two years prior. In her testimony, she sponsored several exhibits drawn from the books and records that Respondent keeps in the ordinary course of business.

At the outset, Ms. Weatherall identified Respondent's Exhibit 1 as the transaction history for the time period of February 8, 2000 to March 13, 2006. According to Ms. Weatherall, this document shows all types of activities on the account including the bill amounts, payments, special payment arrangements, check returns and collections.

Also sponsored by Ms. Weatherall, was the meter test history that is Respondent's Exhibit 3. In reference to this 3-page exhibit, Ms. Weatherall testified that Meter No. 1904352 was placed at the Shelter on September 18, 2002. This same meter, she noted, was removed on September 20, 2005 and tested by Respondent on September 20, 2005. According to Ms. Weatherall, the test reading matched the removal index and thus verifies that the removal index was correct. She pointed out that the results of the meter testing fall within the Commission's guidelines. Further, Ms. Weatherall noted that the City of Chicago also tested the Shelter's meter on September 30, 2005. Again, it passed testing within the Commission's guidelines. (Respondent's Exhibit 3)

Ms. Weatherall explained that estimated billing is calculated based on a number of different inputs. These include usage in the prior year, weather conditions and degree days. According to Ms. Weatherall, an estimate is generated on an individual basis for each customer.

Ms. Weatherall further described the billing process where an actual meter reading is obtained after several estimated readings by Respondent. She explained that when an actual meter reading is higher than the estimates, the bills during the

estimated periods are backed out and cancelled and then re-billed. The gas charges over the re-billing period are prorated, and averaged out. For each month of the re-billing period, the gas charges are estimated based upon the actual reading. Ms. Weatherall agreed that Peoples' method used to recalculate and restate multiple prior months' bills is complicated and hard to understand. (06-0603; Tr. 47).

Ms. Weatherall testified that on May 19, 2005 gas service to the Shelter had been disconnected due to non-payment a balance owing of \$13,632.49. (Tr. 224). On July 12, 2005, however, Complainant made a payment of \$13,316.00 on the Shelter's account balance of \$14,590.01 and the remaining balance of \$1,488.12 was paid on July 25, 2005. (Tr. 219) Ms. Weatherall explained that when service is disconnected the full amount of the bill, including late payment charges must be paid prior to re-connection. She testified that service to the Shelter was re-connected on July 28, 2005. (06-0023; Tr. 219).

On cross-examination, Ms. Weatherall stated that the policy of Peoples is that an actual reading should be taken at least every other month. She testified that if a meter reader cannot get access into the customer premises to read the meter during the time out in the field, the usage for the customer is estimated. (06-0023; Tr. 179). Ms. Weatherall also provided the dates for which actual meter readings had been made between September 1999 and May 2005. In addition, Respondent's late-filed Exhibit C, shows the actual reads since May 2005 until May 2006.

At any time where Respondent makes adjustments to an account, Ms. Weatherall volunteered, the customer is entitled to a payment plan for the length of time that it took the company to adjust the bills. (Tr.50). But, she noted that this requires the customer to take some initiative and contact Peoples Gas. According to Ms. Weatherall, the bills go out electronically with no sort of individual or manual review.

Betty Jean Daniels, a Field Service Supervisor for the Respondent, noted that the Shelter is a Rate 2 heating account. According to Ms. Daniels, this means that the Shelter's meter is to be read bi-monthly. (06-0023; Tr. 204). She indicated that a "red flag" goes up after six consecutive missed actual reads, over a year's time period. (06-0023;Tr. 205). In this instance, special measures are taken.

At the hearing for Docket 06-0603, Ms. Daniels testified that Peoples installed an "ERT" device on Complainant's meter on April 7, 2006. (06-0603 Tr.12) This particular device allows an actual meter read to be taken by a utility vehicle from the street.

Ms. Daniels also testified as to her inspection of the Shelter on November 6, 2006. She verified the reading of the gas meter and proceeded to inspect the gas appliances at the Shelter. Ms. Daniels found the following gas appliances: a deep fryer; a 75 gallon water tank; a small fryer; and a 643,000 BTU boiler (643 cubic feet per hour gas heating plant). Her inspection report of the Shelter was admitted into evidence as Respondent's Exhibit 1 in Docket 06-0603.

Also admitted into the record were Respondent's late-filed Exhibit A (a two-page account activity statement prepared by Ms. Weatherall that begins July 25, 2005 and continues to October 18, 2006); Exhibit B (an 8-page Meter Reading Department printout of actual and estimated readings); and, Exhibit C (a 5-page Meter Reading History from February 16, 2000 through October 18, 2006).

### **III. COMPLAINANT'S POSITION**

Complainant would have the Commission note that the majority of Respondent's bills to the Shelter were based on estimated usage rather than actual meter reads. This action, Complainant argues, was taken without good reason and in direct disregard of the law and Respondent's own policies and procedures. Complainant points out that the Commission has adopted a rule for estimated billing that appears in Section 280.80 of the Administrative Code. This rule, Complainant asserts, requires utilities to make an actual meter reading at least every second billing period, unless the Commission has approved a procedure used by the utility to calculate estimated bills, and the word "estimate" appears prominently on the bill's face, in a Commission-approved manner. 83 Ill. Adm. Code 280.80 (a).

Complainant notes Peoples to provide a copy of a portion of the "First Supplemental Order, General Order 172 Second Revised", dated May 23, 1979 in an attempt to show approval for its processes. According to the Complainant, this order is nearly 28 years old, and as such, its current applicability is in question. Further, Complainant argues, the word "estimate" as it appears on Respondent's bill, appears only once and in a small, non-bold font. In the Complainant's view, this falls far short of the prominent display that the rules would require Respondent to provide.

Further, Complainant notes Section 280.80 (b) to outline the circumstances under which a utility is allowed to render an estimated bill for a particular billing period, to wit:

1. the utility has taken appropriate and reasonable measures to read the meter, including but not limited to, making an appointment with the customer, scheduling readings for times other than normal business hours, and/or providing postal cards on which the customer may record the reading and mail it to the utility; or
2. the customer has knowingly and willfully denied reasonable access to the utility's representative for the purpose of taking an actual reading of the meter; or
3. the customer has otherwise made an actual reading of the meter unnecessarily difficult; or
4. circumstances beyond the control of the utility make an actual reading of the meter extremely difficult.<sup>83</sup> Ill. Adm. Code 200.80 (b).

Noting Respondent to have addressed the accuracy of the meters servicing the Shelter's account and similar type matters, Complainant maintains that this is not the real issue. What is at hand, Complainant argues, is Peoples' practice of estimating Complainant's usage. In this regard, Complainant contends that Respondent's meter reading practice falls far short of the company's own policy.

Complainant asserts that the Shelter's meter is readily accessible. Complainant points to the record showing that utility personnel are always allowed to enter the Shelter to read the meter, and that several LBH personnel are authorized to permit access to the building. (06-0023 Tr. 138). What Respondent's witness Zenetra Weatherall testified to, Complainant argues, demonstrates that attempts to gain an actual meter read were paltry and insufficient for the task. Ms. Weatherall testified that a meter reader only goes to a customer premises once to read the meter, and if the meter reader is not able to gain access that one time, the meter reader does not make a subsequent attempt to get an actual read. (06-0023; Tr. 179). In reviewing Section 280.80(b) of the rules, Complainant maintains that more effort is required of the Respondent. Even if Respondent's meter reader was unable to read the meter for any reason at one point in time, there is nothing to show an attempt to return at a later time, nor had a Peoples' representative contacted the customer to arrange for an actual read. This situation, Complainant observes, was only remedied when, in May 2006, Peoples installed an "ERT" device such that an actual reading could be easily obtained.

The record itself, Complainant argues, demonstrates how difficult it was for the Shelter to understand its billings when so many estimates were involved. Noting Peoples' witness Weatherall to have explained how the estimates are "backed out" and a new amount is shown on the next actual read bill (Tr. 168-170), Complainant believes that most utility customers could hardly be expected to understand such a convoluted billing and adjustment methodology. So too, Complainant maintains that the Shelter suffered prejudice when it received a "balloon" or make-up bill in December 2004, that included a \$6,196.14 make-up for under-billed amounts in the previous nine months of estimated billings.

On basis of the foregoing, Complainant requests that Respondent be made to answer and account for its billing practices that disregard the Commission rules pertaining to meter reads and estimated billings. For its relief, the Shelter asks the Commission to: 1) order Peoples to refund the \$13,316 paid by Complainant to restore service in July 2005, and 2) undertake an investigation into Respondent's estimated billing practices. In terms of the latter, Complainant suggests that in the current proceeding where revisions to 83 Ill. Adm. Code 280 are being considered, i.e., Docket 06-0703, that the parties be directed to include utility estimated billing practices and their compliance with existing requirements as part of such review and revisions.

### **III. RESPONDENT'S POSITION**

According to the Respondent, the real issue is whether the gas bills, issued to the Complainant between 2004 and 2006, were proper. In this regard, Respondent

asserts that the record fails to establish the requisite prima facie case in support of the complaint and the relief requested therein

Respondent notes that both Laura Braxton and her daughter, Sheila Braxton, testified in this proceeding. Yet, it maintains, the sum and substance of their testimony only describes the physical facilities and the gas appliances at the Shelter; the payment of the outstanding balance on the Shelter's gas account; and, what steps were taken to re-connect gas service to the Shelter. In other words, Respondent argues, neither Complainant nor her daughter presented evidence on why they believed any of the gas bills to the Shelter were too high. Moreover, this testimony did not even suggest what the disputed billing period was, or what the gas bills might otherwise have been during the disputed billing period. Respondent considers it important to emphasize that the mere allegations of the Complaint are not themselves evidence.

For its part, Respondent points to the testimony of Ms. Weatherall. The evidence provided by this witness, Respondent argues, shows that: 1) the Shelter was billed based upon actual readings in December 2004 and July 2005; 2) given the size of the Shelter and its gas appliances, it used the gas that was billed by Respondent; 3) Complainant fully paid the outstanding gas bills on July 25, 2005 and the gas was restored to the Shelter on July 28, 2005, with no outstanding balance due; and, 4) the tests of the meter providing service to the Shelter up to the date of disconnection, as conducted both by Respondent, and the City of Chicago, showed that the meter was recording accurately within the guidelines of the Commission.

Further, Respondent contends that its estimated bills were in accordance with Part 280 of the Commission's rules. It asserts that both the estimated billing procedure, and the Respondent's format for estimated bills, have been approved by the Commission. In support, Respondent provides a copy of the First Supplemental Order entered by the Commission on May 23, 1979 in the matter of Illinois Commerce Commission, General Order 172 Second Revised. (Respondent's Reply Brief, Appendix A) showing approval of Respondent's processes. So too, Respondent contends, the rule in Section 280.80 (a) allows People Gas to estimate billing. Respondent further contends that its compliance with Section 280.80 (b) is demonstrated by copies of the applicable Respondent tariffs as set forth on Respondent Appendix B, ILL. C.C. No. 27, Second Revised Sheets Nos. 24, 25, 32 and 33. According to the Respondent, these tariff pages together with Respondent's late-filed Exhibit B, clearly show that it made reasonable attempts to read the meter in the disputed billing period and was unable to do so. As reflected in Respondent's Exhibit B, its meter readers were unable to gain entry to the Shelter to read the meter on a three separate occasions, June 16, 2004, February 16, 2005 and April 15, 2005.

According to Peoples Gas, the test for the estimated billing in this complaint is whether the "balloon" bill issued to the Complainant was proper. Respondent asserts that the evidence clearly supports this conclusion. Its witness, Zenetra Weatherall, described the "balloon" re-billing process several times during the course of her cross-examination in this docket (as well as Docket 06-0603). She explained that a balloon

bill is like a lump sum bill after an actual meter reading is obtained, all estimated bills are cancelled and a new bill is issued (06-0023, Tr. 154-155; 06-0603, Tr. 44-47)). The new bill takes into account the old and new actual meter readings and spreads the amount of therms used by the customer on a monthly basis over the period of the estimated readings. Notably too, Ms. Weatherall indicated that pursuant to 83 Ill. Adm. Code 280.100, Respondent is allowed to go back only 24 months for the re-billing (Tr. 156)

Respondent maintains that it has complied with the provisions of Section 280.80 (a) and (b). Respondent observes its witness Betty Jean Daniels to have testified that Complainant is a Rate 2 customer and its gas meter is read every other month. (06-0023, Tr. 204) She noted that if there are six consecutive estimated readings, "something should be done." (06-0023, Tr. 205). With respect to the instant complaint, and for the period of January 1, 2004 to January 1, 2006, Respondent observes that all total, there were four actual readings of the Shelter's meter and eight missed readings. In the relevant time period, Respondent points out that there were not the six consecutive missed readings as would trigger an alert.

Respondent maintains the Complainant's difficulty in understanding its gas bill states no basis for granting the complaint. While Ms. Weatherall agreed that the bills are difficult to understand, she also noted that the Complainant could call Respondent's customer service for a bill explanation. (06-0603, Tr. 47) There is no evidence, Peoples argues, to show that anyone from the Shelter sought an explanation of the estimated billing from Peoples Gas.

Respondent observes that Complainant seeks a refund of \$13,316.00 so as to compensate "for all the time, confusion and expense stemming from Peoples illegal billing practices." This relief request is wholly inappropriate, Respondent argues, where the evidence clearly shows that the Shelter was billed upon actual meter readings and the meter tests provided showed that the Shelter's gas meter was recording usage accurately. So too, Respondent maintains that its estimated billing procedure is reasonable and approved by the Commission, as is the estimated billing format. Respondent asserts that it has provided all of the account information required to show that the Shelter was billed properly and accurately at all times. Respondent notes that it also provided records indicating the difficulty meter readers had in obtaining access to the Shelter's meter (reflected in Respondent's Exhibit B), during the disputed billing period in this complaint. According to the Respondent, Complainant has not provided any evidence as would contradict these showings.

Where Complainant has failed to sustain her burden of proof that Respondent's gas bills were too high, Respondent requests that the instant complaint be dismissed, and with prejudice.

#### **IV. Commission Analysis and Conclusion**

The entirety of the proceeding before us only presents a general challenge to Respondent's use of estimated billing. As such, there is nothing on record to dispute



the correctness of any of the bills issued to the Complainant, whether based on actual or estimated readings. So too, the relief being sought is also not supported by any showing of harm or prejudice. With this in mind, we now turn to the particulars.

Complainant is correct to note that Section 280.80 of our rules sets out the standards for estimated billing. At the outset, subsection (a) requires all utilities to make an actual meter reading at least every second billing period. 83 Ill. Adm. Code 280.800(a). It further provides, however, that a utility may “consecutively estimate” a customer’s service usage where: (1) the procedure used to calculate estimated bills has been approved by the Commission; and (2) the word “estimate” appears prominently on the face of the bill, in a manner approved by the Commission. Id. In support of the times that consecutive estimates were billed, the Respondent shows that both its calculation process and its billing format were approved. The only real opposition posited by the Complainant is that the calculation for estimated billing is difficult for a customer to understand. On this point, however, we see the Respondent’s witness testify that the customer service department is available to explain the details of estimated billing to a customer. There is no evidence to show that this customer took advantage of the opportunity to get such an explanation or to pursue any other type of related relief.

The record shows that Respondent’s attempts at taking an actual meter reading at the shelter were not successful on several occasions. We expect that something more might have been done and likely would have been done had the Complainant expressed displeasure with the situation. But, there is no record showing in this regard. More to the point, there is nothing in the nature of the wrongdoing here alleged, and nothing in Section 280.80 of our rules, as would allow for the relief that the Complainant requests, i.e., a return of the uncontested bill amount that was paid for gas service.

To be sure, Complainant asks for an outright refund in the amount \$13, 316.00. We observe that refunds are governed by Section 280.75. This rule provides that:

In the event that a customer pays a bill as submitted by a public utility and the billing is later found to be incorrect due to an *error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service*, the utility shall refund the overcharge with interest from the date of overpayment by the customer. 83 Ill. Adm. Code 280.75. (emphasis added).

Our reading of the rule, and with attention to the highlighted portions above, indicates that refunds are authorized only in three specific instances. None of these three events pertain to the situation at hand or are reflected on record for this proceeding. To be sure, the Complainant’s refund request is based solely and generally on the Respondent’s use of estimated billing and nothing more. Thus, in these premises, the relief asked for by the Complainant is beyond what the Commission can order.

Complainant recognizes the import of this rule but suggests that the requested refund might well be afforded under exercise of the Commission's discretionary authority. (Complainant's Brief on Exceptions at 2). To be sure, Complainant points to no law, rule or fact as would support relief on this basis. Further, the Complainant fails to recognize that where section 280.75, currently authorizes refunds in certain specified instances, it would be arbitrary and capricious for the Commission to fashion new refund relief based on a situation outside of its established rules. This would, in effect, retroactively alter rights and responsibilities and unduly prejudice the Respondent. Notably too, what is most relevant, and what the Complainant fails to take issue with, is our further and more determinative analysis in this case.

We observe that the relief available to a complainant on failure of Section 280.80 standards is expressly detailed in Section 280.100 of our rules. At the very outset, this rule provides that a utility may render a bill for services or commodities provided to a residential customer only if such bill is presented within one year from the date the services or commodities were supplied. Further, the rule sets out that such a bill may be provided to non-residential customers only within two years. 83 Ill. Adm. Code 280.100 (a) (1). In the end, the rule makes clear that a customer will not be liable for unbilled or misbilled service after expiration of these periods (except in limited instances). *Id.* Under the facts of this case, however, we observe that each balloon bill at issue was rendered to the Complainant within the time period prescribed in the rule. This ultimately means that the Complainant does not qualify for relief under Section 280.100 (a) of our rules, and remains liable for the services billed and paid. Still, there is more for the Commission to consider.

Section 280.100 (d) of our rule provides, in relevant part, that:

When past due bills occur following the issuance of a "make-up" bill for previously unbilled utility service resulting from two or more consecutive *estimated bills ...and where the "make-up" bill exceeds the otherwise normal bill for such billing period by 50%, a utility shall review the bill with the customer, and shall offer to accept payments toward the liquidation of the amount over a normal bill over a period mutually agreed to by the utility and the customer. This period of time shall be at least as long as the period over which the excess amount accrued.* 83 Ill. Adm. Code 280.100 (d). (emphasis added).

This rule speaks to the instant situation in several ways. At the outset, it allows a make-up bill for service that is "estimated" on two or more consecutive bills. (In her testimony, Respondent's witness Ms. Weatherall refers to this as a balloon bill). The rule further provides that in instances where such a balloon or make-up bill at any point in time exceeds the normal bill for the billing period by 50%, payment arrangements are to be fairly arrived at as between the customer and the utility. In this way, the rule aims to relieve any prejudice that a customer might suffer where the estimated bills are understated.

The testimony of Ms. Weatherall in the companion proceeding, Docket 06-0603, informs us on this point. She states that at any time where the Respondent makes adjustment to an account, the customer is entitled to a payment plan for the length of time that it took for the company to adjust the bill. (Tr. 50). But, she also indicated that the initiative in pursuing payment option relief lies with the customer. On record, we observe Ms. Weatherall to testify, with reference to the Shelter, that “had they called to establish a payment plan, the company could have worked with them.” (Tr. 50).

We understand that the Respondent cannot contact each and every customer who receives a high bill and ask if they want to establish a payment plan. It seems reasonable that this obligation would fall on the customer. While the question of whether a utility might or should do something more under the construction of Section 280.100 is not an open issue in this case, it is a matter that should be vented in the current Part 280 proceeding. For the moment and in these premises, however, the record fails to show that the Complainant ever sought payment arrangements for any estimated bills and, more relevantly, the record is dated in terms of having the Commission require such relief.

Noting that a meter with an ERT device has been installed at the Shelter, we expect that this resolves the issue of estimated billing for the Complainant. We are not persuaded, however, that this will suffice to resolve all of the Shelter’s difficulties. The evidence suggests that regular payments had not been made on the Shelter’s monthly gas bills and nothing shows estimated billing to be the crux of the problem.

The Commission believes that it is not too late for the Shelter to explore ways to make payment for its gas service, going forward, that is more in keeping with the funding that Little Bit of Heaven receives. We urge the Respondent to review these administrative considerations in working with the Complainant.

In the final analysis, the Commission is unable to grant Complainant the requested relief. As such, the instant complaint filed on January 10, 2006, by the Shelter’s representative, Laura Braxton, is denied and with prejudice.

## **V. FINDINGS AND ORDERING PARAGRAPHS**

The Commission, having considered the entire record and being fully advised in the premises, is of the opinion and finds that:

- (1) The Peoples Gas Light and Coke Company is a “public utility” as defined in the Illinois Public Utilities Act;
- (2) the Commission has jurisdiction over the parties and the subject matter of this proceeding;
- (3) the findings of fact and conclusions of law reached in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact and findings of law;

- (4) the complaint filed by Laura Braxton for a Little Bit of Heaven, and against The Peoples Gas Light and Coke Company on January 10, 2006, should be dismissed, and with prejudice.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the complaint filed by Laura Braxton on behalf of a Little Bit of Heaven; Edward Davenport, Director, and against The Peoples Gas Light and Coke Company be, and is hereby, dismissed with prejudice.

IT IS FURTHER ORDERED that subject to the provisions of Section 10-113 of the Public Utilities Act and 83 Ill. Adm. Code 200.880, this Order is final, its is not subject to the Administrative Review Law.

By Order of the Commission this 11<sup>th</sup> day of October, 2007.

(SIGNED) CHARLES E. BOX

Chairman